

# Exhibit 61

**From:** RICHARD MARKOWITZ <rmarkowitz@argremgt.com>  
**To:** Rosenberg, Todd  
**Sent:** 10/3/2010 9:43:02 AM  
**Subject:** Re: Minor Comments/Questions

Thanks for following up with Rob. We had a quick call since there were only 2 real points from Solo's side.

The first is English vs NY law. There is probably no right or wrong here, given the parties, so we may ask you to call upon your English law colleagues and see where we go.

The second issue is on the participation by Solo in making investment. They still need to come back to us on this. They startled us a bit by suggesting that they thought Solo should get a priority call on investments even if they won't speak for a very large amount. We told them this was not our understanding and that because we are willing to agree to exclusivity with them, we need to have priority. But we can still reserve a meaningful amount for them.

Hopefully we will hear back from them on Monday.

On 10/3/10 9:18 AM, "Todd Rosenberg" <[trosenberg@crowell.com](mailto:trosenberg@crowell.com)> wrote:

Rich,

My thoughts on Rob's questions are reflected below. It seems like there was a lot covered on the call?

Todd

**From:** Robert Klugman [<mailto:rklugman@storcapital.com>]  
**Sent:** Sun 10/3/2010 8:38 AM  
**To:** Rosenberg, Todd  
**Cc:** Richard Markowitz  
**Subject:** Minor Comments/Questions

Todd,

I had some minor comments from the conference call which I didn't think necessarily rose to the level of the discussion that was taking place. Any thoughts/answers you could provide would be appreciated.

Rob

1) In 2.2, I didn't understand the final parenthetical - could you explain?

[Language says that you will not have any responsibility for any Development Costs unless you make an investment as an Argre Investor (implied, though we could clarify, that you would then only have whatever your pro rata responsibility was as an Argre Investor).]

2) 5.1 and 5.2 contains some significantly expanded language relative to the last draft. As I mentioned to Rich, I still think it gets to the end result but could give me little color as to why it got that way? [Results from going more to the private equity model than from the model in Broadgate where fees were paid out of \$\$ returned to the investor. Expanded language makes clear that the splits reflects the full economics.]

3) Also in 5.2 there is a line that says "if Stor, as an Argre Investor, consummated a direct Investment directly". Is this redundant or meant as something else? [can just say: "consummated a direct Investment"]

4) Lastly, in 5.2, regarding structuring form a tax efficient standpoint, does there need to be some sort of "reasonableness" or "so long as no party is adversely effected" language? [Language already says efficient from a tax standpoint to all parties.]

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